



**MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION
FOR PURCHASES \$25,000.00 AND OVER**

THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JUNE 23, 2008	BID DUE BY (DATE AND TIME): JULY 03, 2008 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION BELOW)
COMPLETION DATE: OCTOBER 1, 2008	BID # D208-055-RE THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: BETTY DWIGGINS SENIOR GENERAL SERVICES TECHNICIAN PHONE NUMBER: (660)-385-8246
District Mailing Address: Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		Project Location: Missouri Department of Transportation 871 State Hwy 240 Fayette, MO 65248

D-2 Force Main: Fayette, Howard County MO.

1.0 GENERAL SCOPE:

- 1.1 Work under this contract will include the construction of a new force main, connection to existing force main and manhole and encasing to serve the MoDOT Fayette Maintenance Complex. Work shall include all materials and labor associated with the contract as specified and indicated on the drawings. Project length – 0.238 Miles (1,259') on Route 240 and Route 124. Work shall include all materials and labor associated with the contract as specified and indicated on the drawings on page 5 through 8.
- 1.2 Connection to the existing force main is approximately 509' east of the existing manhole.
- 1.3 Ending the Connection approximately 58' west of the existing force main.

2.0 DESCRIPTION OF WORK:

- 2.1 PVC 2" Force Main 782'
- 2.2 Bore Creek Crossing, 6" Yelomine + 2" Carrier – 345'
- 2.3 Bore Highway Crossing, 6" Steel + 2" Carrier – 265'
- 2.4 Connect to Existing FM, 2'

3.0 CONTRACTOR RESPONSIBILITIES:

- 3.1 Contractor is responsible to make repairs to any property damaged during construction. All materials and workmanship used shall be of equal or better quality to the materials and workmanship used in the original construction of the surface and shall be subject to the approval of the engineer.
- 3.2 Lay new forcemain.
- 3.3 Tie new forcemain to existing forcemain and manhole.
- 3.4 Perform testing for forcemain.
- 3.5 Complete construction and restoration.

- 3.6 All work shall be done to the lines, grades and elevations indicated on the drawings.
- 3.7 All construction staking outside of the Highway 240 corridor is the responsibility of the contractor.
- 3.8 Contractor shall make all necessary connections to existing facilities. Contractor shall protect facilities against deleterious substances and damage.
- 3.9 Connections to existing facilities that are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor should be on hand at the time of undertaking the connections.

4.0 INSTRUCTIONS TO VENDORS

- 4.1 Use steel casing on all MoDOT road crossing. See casing spacer detail for was thicknesses and sizes detail on page 3 and 4.
- 4.2 Install casing spacers and end seals based on carrier and casing sizes. See casing spacer and end seal detail on page 3 and 4.
- 4.3 Carrier pipe shall have restrained joints (Certalock or field lock Gaskets). Carrier pipe shall extend a minimum of 5 Lin. Ft. beyond each end of casing.
- 4.4 MoDOT road permits and regulations shall be followed.
- 4.5 MoDOT roads shall be bored unless otherwise noted on plans.
- 4.6 Casing spacer and end seals shall be used on all encased crossings.
- 4.7 Casing spacers shall be spaced a maximum of 10' apart on 10" and smaller carrier pipe. 5' apart on 12" and larger carrier pipe. Install a spacer at each bell of the carrier pipe and at each end of the casing pipe.
- 4.8 End seals shall be placed at each end of the casing pipe.

5.0 MATERIALS

- 5.1 Contractor shall furnish and install all required sewer piping, fittings, embedment materials, and all accessories for a complete sanitary sewer as shown on the drawings and specified herein and tested for approval.
- 5.2 Casing spacers to be PSI ranger series A2, GZK high density polyethylene for PVC, Polyethylene casing and S8G-2 304 Stainless Steel casing, or approved equal. Casing spacers to be centered/restrained with polyethylene runners.
- 5.3 End seal to be PSI model with stainless steel bands or approved equal. End seals to be rubber wraparound type.
- 5.4 Refer to drawings on pages 5, 6, 7 and 8. Larger Plans may be obtained at the General Service Building at 902 North Missouri, Macon, MO 63552 or call (660) 385-8246

6.0 STREAM CROSSING

- 6.1 Carrier pipe shall have restrained joints, (IE. Certalock or field lock gaskets).
- 6.2 Casing shall extend to point of minimum cover on both sides of channel.
- 6.3 Grading and seeding will be required, to prevent erosion.
- 6.4 Compact back fill to 90% of maximum proctor density.
- 6.5 Install casing spacers and end seals based on carrier pipe and casing. See casing spacer and end seal detail on page 3.
- 6.6 Crossing may be bored or open cut as noted on the plan sheets.
- 6.7 Crossings are subject to permit limitations and mitigation measures.
- 6.8 Navigable river/stream crossings require 84" minimum cover.

7.0 UTILITY NAMES (informational purposes only)

- 7.1 Listed as an attachment of this document.
AT&T has an existing underground cable in the Utility corridor along the south side of Route 24 and the west side of Route 124. The cable crosses Route 240 on the west side of the intersection of routes 240 & 124. AT&T will relocate a portion of these facilities to the new utility corridor for MoDOT project J2P0724, however this relocation may not be completed prior to notice to proceed for this project. Preliminary plans for this relocation indicate a new Route 240 crossing on the east side of Route 124.

7.2 **The City of Fayette** has existing sanitary sewer, water, and electric facilities in the area. The City will relocate a portion of the sewer facilities along the north side of Route 240 for MoDOT, however may not be completed prior to notice to proceed for this project. The sewer facilities to be relocated are outside the projects limits for this project. The existing water and electric facilities are also outside the project limits and will not be affected.

7.3 **Consolidated Water Supply District No. 1 of Howard County** has existing water lines along the south side of Route 240 and the west side of Route 124. The existing line crosses Route 240 on the west side of the intersection of Routes 240 & 124. Relocation of these facilities for MoDOT will include a portion of the line along the south side of Route 240, and relocation of the line along the west side of Route 124 to the east side of route 124. The water line relocations may not be completed by the notice to proceed.

7.4 **AmerenUE, Howard Electric Cooperative, Central Electric Power Cooperative, Missouri Gas Energy, and Suddenlink Communications** have existing facilities in the area. All of these utilities are located outside the project limits and will not be affected.

The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Missouri Department of Transportation Commission at this time. This information is provided by the Missouri Department of Transportation Commission 'as-is' and Missouri Department of Transportation Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Missouri Department of Transportation Commission shall not be liable for any damages that may arise from any error in the information. It is, there fore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

7.5 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's sub contractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

7.6 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Missouri Department of Transportation Commission from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

7.7 It shall be noted to the contractor that MoDOT is not a member of Missouri One Call (800-Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Therefore, prior to beginning work, the contractor shall verify that there are no conflicts with MoDOT facilities by completing the Notice to Proceed form, which will be faxed to you after the bid has been decided on.

8.0 SEEDING, FERTILIZING, AND MUCLCHING

The following seed mixtures shall be applied at the rate specified in accordance with Sec. 805:
Cool Season Mixture

Tall Fescue	40 lbs. /acre
Annual ryegrass	8lbs. /acre
White Clover	2.5 lbs. /acre
TOTAL	505. LBS/ /ACRE

Soil Neutralization

In accordance with section 801, the rate of application of effective neutralizing material shall be at a rate of 12 lbs. /acre

Fertilizing

The following fertilizer mixture shall be applied at the rate specified in accordance with Sec. 801.

ENTER YOUR BID IN THE SPACE PROVIDED BELOW:

TOTAL PROJECT COST:

\$

VENDOR NAME:

(Please enter your company name in this block)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

SUMMARY OF QUANTITIES

POST. EST. NO.	240	DATE	2	DATE	2
JOB NO.	TRENCH 2" SDR-21				
CONTRACT NO.	PVC FORCEMAIN				
PROJECT NO.	INCLUDES FITTINGS, TRACER WIRE, AND WARNING TAPE				
COUNTY	HAWAII				
DATE					

OPEN TRENCH 2" SDR-21		
(INCLUDES FITTINGS, TRACER WIRE, AND WARNING TAPE)		
STA.	STA.	QUANTITY (LIN. FT.)
2044	2443	300
2443	2443	300
2443	2443	300
TOTAL		752

BORED HIGHWAY CROSSING		
(INCLUDING 6" STEEL CASING, 2" PVC CARRIER PIPE, CASING SPACERS, END SEALS, TRACER WIRE AND WARNING TAPE)		
STA.	STA.	QUANTITY (LIN. FT.)
2044	2443	300
TOTAL		200

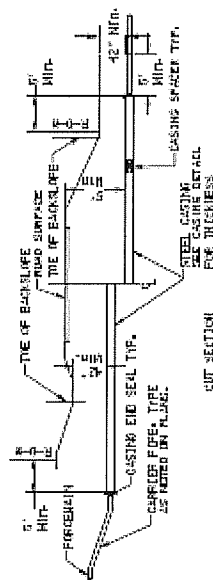
BORED CREEK CROSSING		
(INCLUDING 6" POLYETHYLENE CASING, 2" PVC CARRIER PIPE, CASING SPACERS, END SEALS, TRACER WIRE AND WARNING TAPE)		
STA.	STA.	QUANTITY (LIN. FT.)
2443	2443	300
TOTAL		300

CONNECTION TO EXIST. FORCE MAIN	
STA.	QUANTITY (EACH)
2044	1
2443	1
TOTAL	2

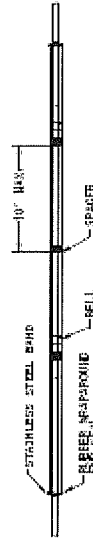
MOBILIZATION	
ITEM	QUANTITY (LUMP SUM)
MOBILIZATION	1
TOTAL	1

NOTES: HOGOT FOLD CLOSINGS

1. USE STEEL CASKIN ON ALL MOUNT ROAD CROSSINGS. SEE CASKIN SPACER DETAIL FOR WALL THICKNESSES AND SIZES.
2. INSTALL CASKIN SPACERS AND END SEALS BASED ON CARRIER AND CASKIN SIZES. SEE CASKIN SPACER AND END SEAL DETAIL.
3. CARRIER PIPE SHALL HAVE RESTRAINED JOINTS (I.E. VERTICALLY OR FIELD LOCK WASHERS). CARRIER PIPE SHALL EXTEND A MINIMUM OF 5 LBL. FT. BEYOND EACH END OF CASKIN.
4. MOUNT ROAD PERMITS AND SEAL SETTINGS SHALL BE FOLLOWED AND WILL SUPERSEDE CONTRACT PLANS AND SPECIFICATIONS. COPIES OF MOUNT PERMITS ARE AVAILABLE THROUGH THE BUREAU OF MOUNT.
5. MOUNT RIGIDS SHALL BE BORER UNLESS OTHERWISE NOTED ON PLANS.



WUOT ROAD CROSSING



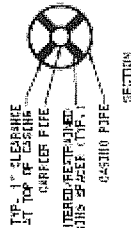
4334

	2 nd	3 rd	4 th	5 th	6 th
CARRIER PIPE					
WATER RETURN CARRIER					
WATER AND GAS RETURN LINES	5	84	148	158	84
FAC - SERVICE HEATING CARRIER	1	0	2	10	15
FOR SERVICE	6	0	2	10	26

NOTES: 1. SEE PAGE 2 FOR THE GENERAL NOTES AND THE DETAIL

- 1) CASING PLATE AND END SEALS SHALL BE USED ON ALL BRASS CROSSINGS.
- 2) CASING JOINTS SHALL BE SPACED A MAXIMUM OF 10' APART ON 10" AND SMALLER CARRIER PIPE AND 5' APART ON 12" AND LARGER CARRIER PIPE. THIS WILL STAND AT EACH BELL OF THE CARRIER PIPE AND AT EACH END OF THE CASING PIPE.
- 3) END SEALS SHALL BE PLACED AT EACH END OF THE CASING PIPE.
- 4) CASING JOINTERS TO BE PSI RATHER THAN POLYMER FILLUTEMENT FOR PVC AND POLYMER/STEEL CASING AND SPORE 304 STAINLESS STEEL FOR STEEL CASING. IF PROTECT COAT CASING JOINTERS TO BE TEMPERED WITH POLYURETHANE FINISHES.
- 5) END SEAL TO BE PSI ALUMINUM WITH STAINLESS STEEL BACKS OF APPROVED QUALITY. END SEALS TO BE RUBBER GROUND TYPE.

FILE IN
STANDARD AND "HARVEST" SHEETS "GILBERTS"



NOTE: VERIFY PIPE & GAS LINE CLEARANCE FOR TYPE OF STEEL USED

TOP-1" CLEARANCE
AT TOP OF CASING
CARPET FIVE-
INTERESTED
THIS SPACE (TOP, I

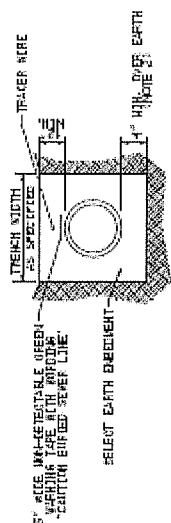
SECTION

A cross-sectional diagram of a road construction. The diagram shows a vertical profile with the following layers from top to bottom: a hatched area labeled 'EXISTING GROUND SURFACE', a solid black layer labeled 'ROADBED', and a hatched area labeled 'RESTORATION AS SPECIFIED'. A horizontal line with a cross-tick is labeled 'FINISH SURFACE'. A vertical dimension line on the right indicates a height of '120' from the bottom of the roadbed to the finish surface.

SHIRAZI, J. 1997. *Journal of the American Water Resources Association* 33:1-14.

715123 712829 HONOLULU AIR BASE

3725 OH



100

NOTES

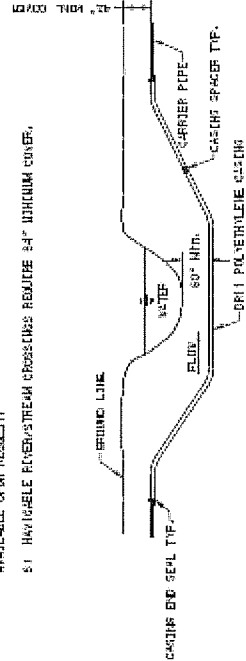
1. REFER TO THE CATHOLIC AND PROTESTANT REPRESENTATIONS FOR TEACH WITH A
COMPLETION REQUIREMENTS.

2. COPIES OF THE BOOK SHALL BE 254.00 NOT

7725 64
NOVEMBER 2004

THEY **ARE** **THE** **PROBLEM**

1. CARRIER PIPE SHALL HAVE RESTRICED JOINTS (IE. CONTAINER OF FIELD LOCK JOINTS),
2. CASING SHALL EXTEND TO POINT OF MINIMUM COVER ON BOTH SIDES OF CHANNEL,
3. JOINTS & SEEDING WILL BE REEVALUED, TO PREVENT EROSION,
4. CONTACT BACK FILL TO 50% OF MAXIMUM FRICTION COEFFICIENT,
5. DETAIL CASING SPACERS AND END SEALS BASED ON CARRIER PIPE AND CASING, SEE CASING SPACER
AND END SEAL DETAIL.
6. CASING MAY BE BURIED OR OPEN CUT AS NOTED ON THE PLAN SHEETS.
7. CONDUITS ARE SUBJECT TO PERMIT LIMITATIONS AND NOTIFICATION MEASURES. COPIES OF THESE MEASURES ARE
AVAILABLE UPON REQUEST.
8. AVAILABLE RESEARCH TEAM CAPABLE PROVIDE 24/7 DUTY/ON CALL.



STATE OF NEW YORK

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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UTILITY LIST (Force Main, Fayette, Howard County, MO)

Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities. In each case, contractor shall receive permission from the owner or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.

AT&T
702 Market Street
Fulton, MO 65251
Office: 573-392-1553
Gregory Benz, Manager Engineering Design
Gb4768@att.com

Consolidated Public Water Supply District No. 1
Of Howard County
209 Crews Avenue
Franklin, MO 65250
Office: 660-848-3116
Mobile: 660-621-1916
Jesse Howell, Plant Manager
h2oscorpion@hotmail.com

City of Fayette
117 South Main Street
Fayette, MO 65248
Office: 660-248-5246
Robin Overstreet – City Administrator/Clerk
clerk@socket.net

Howard Electric Cooperative
P.O. Box 391
205 Highway 5 & 240 North
Fayette, MO 65248
Office: 660-248-3311
Don Lough – Superintendent
info@howardelectric.com

AmerenUE
301 Second street
Boonville, MO 65233
Office: 660-882-8602
Mobile: 660-573-2160
Patrick Ridgley – customer Service Consultant
pridgley@ameren.com

Missouri Gas Energy
1530 Corporate Drive
Warrensburg, MO 64093
Office: 660-747-0442
Mobile: 660-624-1817
Mike Perkins – Operations Supervisor
Mike.perkins@sug.com

Suddenlink communications
1005 Main Street
Trenton, MO 64683
Office: 660-359-3607
Mobile: 816-646-2438
Brent Lovell – Plant Manager
brent.lovell@suddenlink.com

Central Electric Power Cooperative
P. O. Box 269
Jefferson City, MO 65102
Office: 573-634-2454
Ralph Schulte – Manager of Engineering & Operations.
rschulte@cepc.net

SPECIAL TERMS AND CONDITIONS

Certificate of Good Standing

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

RsMO 34.040.6 Compliance

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

Insurance / Certificate of Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. **Unless other specified insurance limits shall be as follows:**

- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
- 2) Public Liability (includes property damage and personal injury):
 - a) Not less than **\$400,000** for any one person in a single accident or occurrence.
 - b) Not less than **\$1,000,000** for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.
- 4) Builder's Risk: Not less than the full Contract amount.

Information and Reports

The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Howard**. The Annual Wage Order **#15** may be inspected at any District Office or at the Central Office in Jefferson City.

The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Holidays

The following days shall be construed as **official holidays** under the terms of the contract:

July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day

When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

The **District Engineer or a designated representative** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

Normal rainfall is not considered a cause qualifying for an extension of time. Claims for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

VENDOR NOTES

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Cellular #:
Email Address:	Fax #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ? YES NO	
WOMEN BUSINESS ENTERPRISE (WBE) ? YES NO	
Would your company like information on becoming a registered/certified MBE/WBE vendor? YES NO	

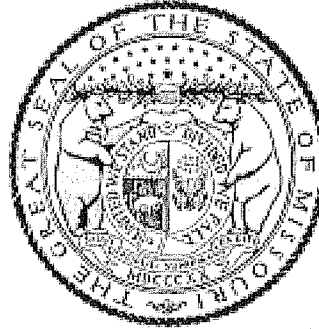
All responses to this Request For Bid should be submitted on this form and ALL pages should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.

Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supersede those below.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 15

Section 045

HOWARD COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Paul Buckley, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2008**

Last Date Objections May Be Filed: **April 9, 2008**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$29.89	52	53	\$20.48
Boilermaker			\$31.00	57	7	\$18.75
Bricklayers-Stone Mason			\$26.98	59	7	\$11.20
Carpenter			\$23.23	60	15	\$9.96
Cement Mason			\$22.34	9	3	\$10.09
Electrician (Inside Wireman)			\$28.18	28	7	\$10.96 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$37.383	26	54	\$17.605
Operating Engineer						
Group I			\$29.66	85	4	\$12.40
Group II			\$28.85	85	4	\$12.40
Group III			\$23.30	85	4	\$12.40
Group III-A			\$27.51	85	4	\$12.40
Group IV						
Group V			\$24.90	85	4	\$12.40
Pipe Fitter		b	\$32.25	91	69	\$19.18
Glazier			\$26.15	88	32	\$13.67
Laborer (Building):						
General			\$18.92	110	7	\$9.43
First Semi-Skilled			\$20.92	110	7	\$9.43
Second Semi-Skilled			\$19.92	110	7	\$9.43
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.98	59	7	\$11.20
Millwright			\$24.23	60	15	\$9.96
Iron Worker			\$23.75	50	4	\$20.35
Painter			\$20.40	18	7	\$8.77
Plasterer			\$21.36	94	5	\$9.88
Plumber		b	\$32.25	91	69	\$19.18
Pile Driver			\$24.23	60	15	\$9.96
Roofer			\$25.75	12	4	\$10.69
Sheet Metal Worker			\$33.62	17	22	\$14.06
Sprinkler Fitter			\$30.59	33	19	\$14.30
Terrazzo Worker			\$26.98	59	7	\$11.20
Tile Setter			\$26.98	59	7	\$11.20
Truck Driver-Teamster						
Group I			\$24.72	31	35	\$8.35
Group II			\$24.88	31	35	\$8.35
Group III			\$24.87	31	35	\$8.35
Group IV			\$24.99	31	35	\$8.35
Welders-Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

Section 045

Heavy Construction Rates for
HOWARD County

Section 045

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$27.21	7	16	\$9.76
Millwright		\$27.21	7	16	\$9.76
Pile Driver Worker		\$27.21	7	16	\$9.76
OPERATING ENGINEER					
Group I		\$26.60	5	15	\$11.65
Group II		\$26.20	5	15	\$11.65
Group III		\$26.20	5	15	\$11.65
Group IV		\$24.20	5	15	\$11.65
Oilier-Driver		\$24.20	5	15	\$11.65
LABORER					
General Laborer		\$22.97	2	4	\$8.78
Skilled Laborer		\$23.57	2	4	\$8.78
TRUCK DRIVER-TEAMSTER					
Group I		\$24.72	12	3	\$8.35
Group II		\$24.88	12	3	\$8.35
Group III		\$24.87	12	3	\$8.35
Group IV		\$24.99	12	3	\$8.35

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.

- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RsMO. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RsMO. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** must be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** must be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matter.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligation under this Agreement.

**IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN
THE FOLLOWING “NO BID FORM” TO ASSIST THE
PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.
THANK YOU**

NO BID

DATE: _____

TO: Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552
(660)-385-1707 – fax #

FROM: _____

Our company is submitting “NO BID” on RFB # _____ for the reason(s) indicated below:

- ☐ Product or service is not available or cannot meet the required specifications
- ☐ Other obligations – cannot make required deadline
- ☐ The delivery point or work location is outside of our territory or coverage/service area
- ☐ Other – Please explain below:

Company Contact Person: _____ Phone # _____

- ☐ Please keep our name on the bidder’s list for future opportunities on this product or service.
- ☐ Please remove our name from your bidder’s list for this product or service.

FAILURE TO RETURN A BID OR THIS FORM MAY RESULT IN
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES